



***RFP No. UN Women/2011/014***

***Opening Date: 24 August 2011***

***Closing Date: 01 September 2011***

**Subject: Request for Proposal for a Media Agency for broadcasting a Video Documentary “Search for Peace and Justice” related to Impact of Armed Conflict on Women and their Role in Peacemaking Initiatives**

**Duration of Assignment:**

Programming- September 5, 2011 – November 20, 2011

Reporting – November 30, 2011

**Project Location:**

Kathmandu

You are requested to submit a proposal **for Broadcasting a Video Documentary “Search for Peace and Justice” related to Impact of Armed Conflict on Women and their Role in Peacemaking Initiatives**, as per enclosed Terms of Reference (TOR).

2. To enable you to submit a proposal, attached are:

- i. Instructions to Organizations..... (Annex I)
- ii. General Conditions of Contract..... (Annex II)
- iii. Terms of Reference (ToR)..... (Annex III)
- iv. Proposal Submission Form .....(Annex IV)
- v. Finance/ Budget Plan..... (Annex V)

3. Your offer comprising of creative, technical proposal and financial proposal, in **separate sealed envelopes**, should reach the following address no later than September 01<sup>st</sup>, **2011**  
**COB** at

**Address,**

UN WOMEN Programme Office Nepal

Thapathali, Kathmandu

E-mail: [registry.nepal@unwomen.org](mailto:registry.nepal@unwomen.org)

Website: <http://www.unwomensouthasia.org/>

**to the attention of : Ms. Sunita Baskota**

In order to facilitate the submission of both Technical and Financial proposals, the submission duly stamped and signed can be done electronically in PDF format and sent to [registry.nepal@unwomen.org](mailto:registry.nepal@unwomen.org) Technical and financial proposals should be sent as separate PDF files. If the Technical and Financial proposals are sent in the same PDF file, they will be rejected.

## Instructions to Organizations

### A. Introduction

#### 1. General

Through the project *“Enhancing Access to Justice for Consolidation of Peace (A2J)”*, UNDP and UN WOMEN are assisting the Government of Nepal to carry out a comprehensive programme to strengthen the justice system in order to support the ongoing peace process in the country. One of the initiatives of this project is to develop and broadcast the video documentary *“Search for Peace and Justice”* which portrays the impact of armed conflict on women and their roles in peacemaking initiatives. The task for this assignment is to broadcast the documentary through different nepali television.

#### 2. Cost of proposal

The Organization shall bear all costs associated with the preparation and submission of the Proposal, UN Women will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### Solicitation Documents

#### 3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The organization is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the organization’s risk and may affect the evaluation of the Proposal.

#### 4. Clarification of solicitation documents

A prospective organization requiring any clarification of the Solicitation Documents may notify the procuring UN Women, SARO entity in writing at the organization’s mailing address fax number or by email to [soma.misra@unwomen.org](mailto:soma.misra@unwomen.org). The procuring UN Women, SARO entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organization’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective organizations that have received the Solicitation Documents.

#### 5. Amendments of solicitation documents

At any time prior to the deadline for submission of proposals, the procuring UN Women entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective organization, modify the Solicitation Documents by amendment.

All prospective organizations that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective organizations reasonable time in which to take the amendments into account in preparing their offers, the procuring UN Women entity may, at its discretion, extend the deadline for the submission of Proposals.

#### Preparation of Proposals

### 6. Language of the proposal

The proposals prepared by the organization and all correspondence and documents relating to the proposal exchanged by the organization and the procuring UN Women, SARO entity shall be written in the **English language**.

### 7. Documents comprising the proposal

The proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the proposal, including documentation to demonstrate that the organization meets all requirements; (e.g. **financial statement for most current year, previous job/contracts reference, accreditations, etc**)
- (c) Finance / Budget Plan, completed in accordance with clauses 8 and 9;

### 8. Proposal form

The Organization shall structure the operational and technical part of its proposal as follows:

#### (a) Competencies / Organizational Experience

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the organization's present activities. It should focus on services related to the proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The organization should comment on its experience in similar projects and identify the person(s) representing the organization in any future dealing with the procuring UN Women entity.

It should include:

- Contact information
- Organizational Profile: type of organization, goal, mandates and strategies of organizations, technical expertise, partnerships and coordination, description of relevant experience, details of past achievements as result of work

#### (b) Technical Proposal as per the Terms of Reference:

#### (c)

The project ***“Enhancing Access to Justice for Consolidation of Peace (A2J)”***, UNDP and UN WOMEN requires an agency which could facilitate broadcasting of the video

documentary “*Search for Peace and Justice*” which portrays the impact of armed conflict on women and their roles in peacemaking initiatives. The documentary is developed by Media Service Nepal (MSN) with support from UN Women and UNDP. Those agencies interested in submitting proposals, must ensure the broadcasting of this documentary in 3 nepali televisions as mentioned in the Terms of Reference. The agency must also submit examples of their past work in related areas.

#### **9. Finance/ Budget**

The organization shall indicate on an appropriate Budget Schedule, an example of which is contained in these Solicitation Documents, the Budget of activities it proposes to undertake under the contract

#### **10. Proposal currencies**

All budgets shall be quoted in NRs

#### **11. Period of validity of proposals**

Proposals shall remain valid for sixty (60) days after the date of proposal submission prescribed by the procuring UN Women entity, pursuant to the deadline clause. A proposal valid for a shorter period may be rejected by the procuring UN Women entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UN Women entity may solicit the organization’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An organization granting the request will not be required nor permitted to modify its proposal.

#### **12. Format and signing of proposals**

The organization shall prepare two copies of the proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the proposal shall be typed or written in indelible ink and shall be signed by the organization or a person or persons duly authorized to bind the organization to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the proposal.

A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the organization, in which case such corrections shall be initialed by the person or persons signing the proposal.

#### **13. Payment**

UN Women shall effect payments to the organization after acceptance by UN Women of the invoices submitted by the organization, as per UN Women contractual terms.

Submission of proposals

#### **14. Sealing and marking of proposals**

The Organization shall seal the proposal in one outer and two inner envelopes, as detailed below.

- (a) The outer envelope shall be:  
addressed to –

UN WOMEN Programme Office Nepal  
Thapathali, Kathmandu  
E-mail: [registry.nepal@unwomen.org](mailto:registry.nepal@unwomen.org)  
Website: <http://www.unwomensouthasia.org/>  
**to the attention of : Ms. Sunita Baskota**

and,

- marked with –

**“RFP No. UN Women/ 2011/? and Request for Proposal for Broadcasting a Video Documentary “Search for Peace and Justice” related to Impact of Armed Conflict on Women and their Role in Peacemaking Initiatives**

- (b) Both inner envelopes shall indicate the name and address of the organization. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UN Women entity will not assume responsibility for the proposal’s misplacement or premature opening.

## **15. Deadline for submission of proposals**

Proposals must be received by the procuring UN Women entity at the address specified under clause *Sealing and marking of Proposals*.

The procuring UN Women entity may, at its own discretion extend this deadline for the submission of proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UN Women entity and organizations previously subject to the deadline will thereafter be subject to the deadline as extended.

## **16. Late proposals**

Any proposal received by the procuring UN Women entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

## **17. Modification and withdrawal of proposals**

The Organization may withdraw its proposal after the proposal’s submission, provided that written notice of the withdrawal is received by the procuring UN Women entity prior to the deadline prescribed for submission of proposals.

The Organization's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for submission of proposals. The withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy.

No proposal may be modified subsequent to the deadline for submission of proposals.

No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the organization on the Proposal Submission Form.

## **E. Opening and Evaluation of Proposals**

### **18. Opening of proposals**

The procuring entity will open the Proposals in the presence of a Committee formed by the Procurement Unit.

### **19. Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, UN Women, SARO may at its discretion, ask the organization for clarification of its proposal. The request for clarification and the response shall be in writing and no change in price or substance of the proposal shall be sought, offered or permitted.

### **20. Preliminary examination**

UN Women, SARO will examine the proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the organization does not accept the correction of errors, its proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, UN Women will determine the substantial responsiveness of each proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive proposal is one which conforms to all the terms and conditions of the RFP without material deviations. UN Women SARO's determination of a proposal's responsiveness is based on the contents of the proposal itself without recourse to extrinsic evidence.

A proposal determined as not substantially responsive will be rejected by the UN Women, SARO and may not subsequently be made responsive by the organization by correction of the non-conformity.

### **21. Evaluation and comparison of proposals**

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any finance/budget proposal being opened and compared. The finance/ budget proposal of the proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the finance/budget proposal of all organizations, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the organization offering the highest score using a cumulative analysis.

### ***Technical and Financial Evaluation Criteria***

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	<b>Competencies/Organizational Experience</b> Expertise of Firm / Organization submitting Proposal	35%	300					
2.	<b>Technical content of the proposal and Work Plan</b>	35%	400					
3.	<b>Finance / Budget Plan</b>	30%	300					
	<b>Total</b>		<b>1000</b>					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

**Form 1:** Expertise of Firm / Organization Submitting Proposal

**Form 2:** Proposed Work Plan and Approach

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical and financial proposal.



## Sample of criterion for evaluation

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Competencies / Organisational Experience							
Expertise of firm / organization submitting proposal							
1.1	Reputation of Organization (Competence / Reliability)	40					
1.2	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls)	55					
1.3	Has the agency submitted samples of their past work or has provided explanation in relevant areas?	120					
1.4	Are the samples or explanation provided is of satisfactory quality to the assessor?	85					
		300					

Technical Proposal Evaluation Form 2		Points Obtainabl e	Company / Other Entity				
			A	B	C	D	E
Technical Content of Proposal Proposed Work Plan and Creative Approach							
2.1	In the technical content of the proposal, does the Organization display high quality creative and technical expertise to successfully implement this assignment in an exceptional manner?	105					
2.2	Have the important aspects of the task been addressed in sufficient detail in the note and do they correspond to the ToR?	100					
2.3	Does the agency present exceptional ‘out of the box’ innovative strategies for the communication needs of the programme?	100					
2.4	Is the scope of task well defined? Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise successful implementation of the project?	95					
		400					

## **F. Award of Contract**

### **22. Award criteria, award of contract**

The procuring UN Women entity reserves the right to accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Organization or any obligation to inform the affected Organization or organizations of the grounds for the organization's action

Prior to expiration of the period of proposal validity, the procuring UN Women entity will award the contract to the qualified Organization whose proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

### **23. Organization's right to vary requirements at time of award**

The organization reserves the right at the time of award of contract to vary the services specified in the RFP without any change in price or other terms and conditions.

### **24. Signing of the contract**

Within 30 days of receipt of the contract the successful organization shall sign and date the contract and return it to UN Women SARO.

## General Conditions of Contract

### 1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UN WOMEN. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UN WOMEN or the United Nations.

### 2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UN WOMEN in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UN WOMEN or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UN WOMEN.

### 3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

### 4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UN WOMEN.

### 5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UN WOMEN for all sub-contractors. The approval of UN WOMEN of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

### 6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UN WOMEN or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

### 7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UN WOMEN, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-

contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **8. INSURANCE AND LIABILITIES TO THIRD PARTIES**

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- (i) Name UN WOMEN as additional insured;
- (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UN WOMEN;
- (iii) Provide that UN WOMEN shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide UN WOMEN with satisfactory evidence of the insurance required under this Article.

## **9. ENCUMBRANCES/LIENS**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UN WOMEN against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

## **10. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be furnished by UN WOMEN shall rest with UN WOMEN and any such equipment shall be returned to UN WOMEN at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UN WOMEN, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UN WOMEN for equipment determined to be damaged or degraded beyond normal wear and tear.

## **11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

11.1 Except as is otherwise expressly provided in writing in the Contract, the UN WOMEN shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UN WOMEN under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the

performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UN WOMEN.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UN WOMEN does not and shall not claim any ownership interest thereto, and the Contractor grants to the UN WOMEN a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UN WOMEN; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UN WOMEN in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UN WOMEN, shall be made available for use or inspection by the UN WOMEN at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UN WOMEN authorized officials on completion of work under the Contract

## **12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UN WOMEN OR THE UNITED NATIONS**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UN WOMEN, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UN WOMEN or the United Nations, or any abbreviation of the name of UN WOMEN or the United Nations in connection with its business or otherwise.

## **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

**13.1** All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UN WOMEN, shall be treated as confidential and shall be delivered only to UN WOMEN authorized officials on completion of work under this Contract.

**13.2** The Contractor may not communicate at any time to any other person, Government or authority external to UN WOMEN, any information known to it by reason of its association with UN WOMEN which has not been made public except with the authorization of UN WOMEN; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

## **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UN WOMEN, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UN WOMEN of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UN WOMEN shall take such action as, in its sole discretion; it considers being appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UN WOMEN shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

## **15. TERMINATION**

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UN WOMEN reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UN WOMEN shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UN WOMEN under this Article, no payment shall be due from UN WOMEN to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UN WOMEN may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UN WOMEN of the occurrence of any of the above events.

## **16. SETTLEMENT OF DISPUTES**

### **16.1. Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the

conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

## **16.2. Arbitration**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **18. TAX EXEMPTION**

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UN WOMEN to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UN WOMEN to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UN WOMEN before the payment thereof and UN WOMEN has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UN WOMEN with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19. CHILD LABOUR**

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UN WOMEN to terminate this Contract immediately upon notice to the Contractor, at no cost to UN WOMEN.

## **20. MINES**

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and

Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UN WOMEN to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UN WOMEN.

21. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22. **AUTHORITY TO MODIFY:** No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UN WOMEN unless provided by an amendment to this Contract signed by the authorized official of UN WOMEN.



**Request for Proposal for Broadcasting a Video Documentary “Search for Peace and Justice” related to Impact of Armed Conflict on Women and their Role in Peacemaking Initiatives**

**1. Background:**

Through the project “*Enhancing Access to Justice for Consolidation of Peace (A2J)*”, UNDP and UN WOMEN are assisting the Government of Nepal to carry out a comprehensive programme to strengthen the justice system in order to support the ongoing peace process in the country. The project has been implemented by the Supreme Court in partnership with the Ministry of Law and Justice, Ministry of Peace and Reconstruction (MOPR) and Ministry of Women, Children and Social Welfare (MWCSW) to enhance justice sector service delivery system. The objective of the project is to raise national capacity to carry out transitional justice processes through enhancing the execution of court decisions, strengthening victim’s support and witness protection. In this context, efforts will also be directed towards integrating gender justice into peace-building agenda through capacity development of rule of law actors to respond to the conflict related human rights abuses, including sexual violence.

A decade-long armed conflict in Nepal ended in 2006 with the signing of the Comprehensive Peace Accord (CPA). The armed conflict had resulted in an estimated 13,000 deaths accompanied by a range of gross human rights violations including mass killings, disappearances, torture, massive displacement of civilians, and systematic use of Gender-Based Violence (GBV) as a weapon of conflict.

Nepali women during and after armed conflict have been victims, grieving mothers, widows, half-widows (missing husbands), refugees, female heads of household and innocent civilians. Women were physically, mentally tortured and sexually harassed and/or raped. They faced extra judicial imprisonments and killings. In many cases, they were raped in front of their families<sup>1</sup>. These violations have had serious consequences not only in the social arena but also on women’s economic and health situation. Women’s reproductive health was seriously affected by the conflict. In many cases, women have difficulties in accessing resources after the deaths of their husbands and are compelled to take on responsibilities in both the private and public arenas which has added increased work load and responsibilities. Some have been forced to turn to challenging and exploitive work, when traditional methods of income generation fail.

The video documentary “*Search for Peace and Justice*” portrays the impact of armed conflict on women and their roles in peacemaking initiatives. The documentary is developed by Media Service Nepal (MSN) with support from UN Women and UNDP. Emphasizing on women’s access to justice, the documentary captures the voices of women conflict victims from different parts of Nepal. It especially focuses on the need for establishment of transitional justice mechanisms. It shows the contribution of women towards community peacebuilding through

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<sup>1</sup> Anjana Shakya, Social Impact of Armed Conflict in Nepal - Cause and Effect

their active involvement in local peace groups. The documentary also highlights national efforts that have been put in place especially with respect to women's representation at decision making levels and interim relief provisions for victims. However, the voices clearly reflect that that these provisions are not enough. Moreover, the documentary has recommended actions for future and has provided a strong message that such armed conflict should not be repeated.

The next step now is airing this documentary to public through different televisions as has been planned under the A2J project. This is to disseminate message related to women's role, voices, their valuable initiatives for peacebuilding, their needs, and participation in transitional justice mechanism for sustainable peace.

## **2. Justification for Broadcasting Video Documentary:**

It is very important for the general public, politicians, state machineries, and civil society to understand how the decade long armed conflict has impacted on Nepali women. Airing 30 minutes long video documentary "**Search for Peace and Justice**" related to the impact of armed conflict on women and their role in peacemaking initiatives will be a means for informing the policy maker, human rights organization and the general mass on the ground reality of armed conflict on women and their role in prevention of armed conflict. The documentary gives information about how women are coping the changing situation and moving forward. Such examples could be lessons for other conflict affected people and affected community. Moreover, the documentary should bring attention of CA members and parliamentarian to make peace decisions so that peace dividends could be felt by conflict affected women and girls.

## **3. Focus**

The focus of this initiative is to undertake mass advocacy to aware different stakeholders regarding the issue of conflict affected women and girls through broadcasting the video documentary "**Search for Peace and Justice**" which has already been developed by Media Service Nepal with support from UN Women. This initiatives support to promote UN Women Result Framework 2011-2013, DRF Goal 3-to increase access to response services and prevention strategies to end violence against women and girls in the private and public spheres and DRF Goal 4- to increase women's leadership in peace and security. The strategy for this initiative will be to inform, aware and educate the target audience on the impact of armed conflict on women and their role in peacemaking initiatives by broadcasting the documentary in most effective and efficient manner.

## **4. Objectives:**

- To disseminate 30 minutes video documentary widely through national and other televisions.

## **5. Activity Target Groups:**

- Policy-makers
- Civil society organizations

- HR defenders,
- Conflict victims/affected citizens
- General public at large

## **6. Scope of Work/Activities:**

The selected organization/ media house will be responsible for carrying out the following activities:

- View the documentary “Search for Peace and Justice”
- Prepare criteria for selecting three different televisions with strong logic.
- Select three different televisions to air the 30 minutes video documentary three times/per television over the period of one month.
- Undertake media planning (time, frequency, date, cost), focusing on the target groups in collaboration with television houses.
- Convert the tapes in the suitable broadcast format (as the current tape is in HD format) before handing over to television
- Publish information in different newspaper about the documentary and date and time it will be aired.
- Broadcast the documentary through different televisions
- Follow up and monitor on the broadcasting date, time, efficiency and its effectiveness.
- Undertake feedbacks, comments and commitments from different stakeholders including policy makers after airing the documentary.
- Final report submission

## **7. Project Location:**

Any location

## **8. Time Frame**

Programming- September 5, 2011 – November 20, 2011

Reporting- November 30, 2011

## **9. Expected Outputs**

- Target groups will be aware and informed about ground level situation of armed conflict on women and their roles on peacemaking initiatives.
- Policy makers and civil society organizations will learn about the issues of women conflict victims and address their concern to make peace decisions.

*Deliverables:* 3 televisions of Nepal will broadcast the documentary; feedbacks and commitments will be collected from different stakeholders including policy makers after airing the documentary.

## **10. Key Competencies and Requirements**

Organizations/agencies/firms qualifying for the assignment shall have the following:

- Previous experience in working with development sector, facilitating broadcasting video documentary and working with UN agencies is preferred. Samples of past work **must** be submitted for reference along with the technical proposal.
- Interested agency/firms should have demonstrable organizational experiences or at least five years experiences in facilitating broadcasting.
- Previous record and expertise working in different televisions in coordinating broadcasting.
- Previous record and expertise working to organize events to support mass advocacy initiatives.
- Ability to operate in Nepali and English.
- Ability to product excellent report in english

## **11. Reporting Obligations:**

- The agency will report to the Programme Coordinator, UN Women, and the Programme Officer (Governance, Peace and Security) on a monthly basis; and as and when required on an ad hoc basis.
- Final reporting of physical and financial progress of assignment to be submitted in appropriate UN Women format.
- All media and knowledge products including interim deliverables will be the sole copyright of UN Women; and cannot be used without prior permission from UN Women. All products must acknowledge contribution by UN Women.
- A detailed and comprehensive narrative report of all activities (as part of the report include anecdotes that capture the process, partnerships, early bits of lessons learnt, photographs, press coverage, questionnaires, human interest stories, lists of participants etc) in hard and soft copy will be submitted at the end of the grant period.
- Dissemination plan for the knowledge product.
- Documentary evidence tracking evidence of use of knowledge products made available.
- An audited financial statement for the actual expenditure in the form of income and expenditure/receipt & payment/balance sheet certified by the external auditor with relevant vouchers and updated statement in the UN Women format; utilization certificates to be submitted in the interim for release of subsequent payment installments.

**PROPOSAL SUBMISSION FORM**

Dear Sir / Madam,

Having examined the Solicitation Documents we, the undersigned, offer to undertake a scoping study as per the TORs for the sum as may be ascertained in accordance with the Finance/ Budget Plan attached herewith and made part of this proposal.

We undertake, if our proposal is accepted, to commence and complete all activities specified in the contract within the time frame stipulated.

We agree to abide by this proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any proposal you may receive.

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign proposal for and on behalf of

### Finance/ Budget Plan

The organization is asked to prepare the Finance/Budget plan as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Organizations.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18.

The Finance/ Budget Plan must provide a detailed cost breakdown (in excel). Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Finance/ Budget Plan should include figures for both purchase and lease/rent options. UN Women reserves the option to either lease/rent or purchase outright the equipment through the organization.

**The format shown on the following pages should be used in preparing the Finance/ Budget Plan (in Excel). The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.**

Project Name							
Budget							
SL.No.	Budget Heads	Unit/Qty	Rate	Total	%age	SL.No.	Notes on budget line items
1	Personnel <sup>2</sup>						
	sub total personnel						
2	Programme <sup>3</sup>						
	Sub total Programme						
3	Equipment <sup>4</sup>						
	Sub total Equipment						
4	Administrative Costs <sup>5</sup>						
	Sub total Administrative cost						
	Total				100		

<sup>2</sup> Personnel includes salaries for the project staff.

<sup>3</sup> Programme includes budget for the programme activities including monitoring & evaluation to be detailed activity wise .

<sup>4</sup> Equipment to be budgeted if required under the project

<sup>5</sup> Administrative cost is limited to 7% and includes expense such as rent/utilities, communication, xerox, expendable supplies, audit cost etc.